

DLRRD-MP0002(2026/2027)

APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF FOURTEEN (14) MONTHS.

CLOSING DATE: 02 SEPTEMBER 2026 @11H00 AM

NB: THERE WILL BE NO COMPULSORY BRIEFING SESSIONS.

FOR FURTHER ENQUIRIES:

CONTACT PERSON FOR TECHNICAL ENQUIRIES:

Mr. Marius Loock
COGHSTA: Acting Director: Spatial Planning
Telephone: (013) 766 1705 or 084 215 0168
E-mail: Looockm@mpg.gov.za

Mr. Simanga Nkosi
Chief Town Planner
Telephone Number: (013) 754 8104
Email: Simanga.Nkosi@dalrrd.gov.za

CONTACT PERSON FOR BID RELATED ENQUIRIES

Ms. Thabisile Matonsi
Telephone Number : (013) 754 8037/8000
Email: Thabsile.Matonsi@dlrrd.gov.za

NB: COMMUNICATION RELATED TO THE BID/TENDER SHOULD BE IN WRITING.

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)
6th FLOOR
17 VAN RENSBURG STREET BLOCK E
BATELEUR BUILDING,
NELSPRUIT, 1200**



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



PROVINCIAL SHARED SERVICES CENTRE

Directorate: Financial and Supply Chain Management Services

Private Bag X11305, NELSPRUIT, 1200, 17 van Rensburg Street, Nelspruit, 1200; Tel: 013 - 754 8000; Website:

www.dalrrd.gov.za

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT

BID NUMBER: DLRRD-MP0002 (2026/2027)

CLOSING TIME: 11H00AM

CLOSING DATE: 02 SEPTEMBER 2026

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE AS A RULE WILL NOT BE ACCEPTED FOR CONSIDERATION

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find the General Contract Conditions (GCC), SBD1, SBD4, and Terms of Reference.
3. Bidders must ensure that they register with the National Treasury Central Supplier Database (CSD) and attach/provide the reference numbers on the SBD 1 form of the bid document.
4. If you are a sole agent or sole supplier you should indicate your market price after discount to your other clients or if that is not possible your percentage net profit before tax, in order to decide whether the price quoted is fair and reasonable.
5. The attached forms must be completed in detail and returned with your bid. Bid document must be submitted in a sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid. **(failure to comply will disqualify your proposal)**

Yours faithfully

SUPPLY CHAIN MANAGEMENT

DATE:

MAP TO BIDDER BOX (B BOX)

DLRRD-MP0002(2025/2026) CLOSING DATE: 02 SEPTEMBER 2026 @ 11:00 AM

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT)

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

THE SBD 1 FORM MUST BE SIGNED IN THE ORIGINAL AND WITH BLACK INK

SUBMIT ALL BIDS ON THE OFFICIAL FORMS – DO NOT RETYPE.

The Bid documents must be deposited in the Bid box which is identified as the “Bid/tender box.”

**DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT
FINANCE AND SUPPLY CHAIN MANAGEMENT
6th FLOOR
17 VAN RENSBURG STREET BLOCK E
BATELEUR BUILDING, NELSPRUIT,
1200**

THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED AT 11H00 AM WHICH IS THE CLOSING TIME OF BIDS.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT YOUR BID IN A SEALED ENVELOPE

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of

origin and which have the potential to harm the local industries in the RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance,

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
 - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual

- (d) for each appropriate unit of the supplied goods; performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s)

within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- | | |
|---|--|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities</p> |

or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in

terms of the contract or any other contract or any other amount which may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

**AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENT
(SBDs) ON BEHALF OF AN ENTITY.**

Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, close corporations and partnerships must establish their authority

BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An EXAMPLE is shown below for a COMPANY

MABEL HOUSE (Pty) Ltd	
By resolution of the Board of Directors taken on 20 May 2000,	
MR A.F JONES	
has been duly authorised to sign all documents in connection with	
Contract no DALRRD-MP0005(2025/2026), and any contract which may arise	
there	
on behalf of MABEL HOUSE (Pty) Ltd.	
SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)	
IN HIS CAPACITY AS: Managing Director	
DATE: 20 May 2000	
SIGNATURE OF SIGNATORY: (Signature of A.F Jones)	
As witnesses:	
1.	
2.	
Signature of person authorised to sign the tender:	
Date:	



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



SUPPLIER MAINTENANCE

BAS

☐

LOGIS

☐

OFFICE

System User Only

Captured By:

Captured Date:

Authorised By:

Date Authorised:

Safety Web Verification

YES

NO

The Director General: Department of Land Reform and Rural Development

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days' notice by prepaid registered post. Please ensure information is valid as per required bank screens.

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the department will not assume responsibly for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details

Registered name	
Trading name	
Tax number	
Vat number	
Title	
Initials	
First name	
Surname	

Address Details

Postal Address Line 1	
Postal Address Line 2	
Physical Address Line 1	
Physical Address Line 2	
Postal Code	

New Detail

☐ New Supplier Information	☐ Update Supplier Information
---	--

Supplier type

☐

Individual

☐

Company

☐

CC

☐

Partnership

☐

Department

☐

Trust

☐

Other

Department number

Other Specify

Supplier Account Details		
<i>(This field is compulsory and should be completed by a bank official from the relevant bank.)</i>		
Account name		
Account number		
Branch name		
Branch number		
Account type	☐ Cheque Account ☐ Savings Account ☐ Transmission Account ☐ Bond Account ☐ Other (Please Specify)	
ID Number		
Passport Number		
Company Registration Number		
*CC Registration		
*Please include CC/ CK where applicable		
Practise Number		
When the bank stamps this entity maintenance form, they confirm that all the information completed by the entity is correct.	Bank stamp It is hereby confirmed that these details have been verified against the following screens: ABSA – CIF screen FNB – Hogans system on the CIS4 STD Bank – Look-up-screen Nedbank – Banking Platform under the Client Details tab	

Contact Details			
Business			
	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
Home			
	<i>Area Code</i>	<i>Telephone Number</i>	<i>Extension</i>
Fax			
	<i>Area Code</i>	<i>Telephone Number</i>	
Cell			
	<i>Cell Code</i>	<i>Cell Number</i>	
E-mail Address			
Contact Person			

	Supplier details	Departmental sender details
Signature		
Print Name		
Rank		
Date (dd/mm/yyyy)		

Address of Land Reform and Rural Development where form is submitted from:

--

Bid No.:

Name of Bidder:

**PRICING SCHEDULE FOR APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE
PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA
PROVINCE WITHIN A PERIOD OF FOURTEEN (14) MONTHS.**

PRICING SCHEDULE [SBD 3.3]

**PRICING SCHEDULE FOR APPOINTMENT OF A SERVICE PROVIDER TO REVIEW
THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR
MPUMALANGA PROVINCE WITHIN A PERIOD OF FOURTEEN (14) MONTHS.**

SBD 3.3

PRICING SCHEDULE

NAME OF SERVICE PROVIDER:Bid NO.:

CLOSING TIME:

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY INCLUSIVE OF <u>VALUE ADDED TAX</u>
------------	-------------	--

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate the total
Estimated cost for all the activities and including
expenses inclusive of VAT for the project.

3. **TOTAL PRICE** R.....

Bid Initials
Bid's Signature.....
Date:.....

Name of Bidder:

PRICING SCHEDULE FOR THE RENDERING OF CLEANING AND HYGIENE SERVICES FOR THE DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM: REGIONAL LAND CLAIMS COMMISSION FOR A PERIOD OF 36 MONTHS.

PRICING SCHEDULE [SBD 3.3]

NB: REFER TO TABLE 2 : PROJECT COST AND TIME FRAME ON THE TERMS OF REFERENCE.

PHASES (including Stakeholder Engagements)	% PAYABLE	TIME FRAMES	TOTAL COST
Phase 1: Policy Context and Vision Directives	15%	Months 1-2	R.....
Phase 2: Spatial Challenges and Opportunities	20%	Months 3-5	R.....
Phase 3: Spatial Proposals	25%	Months 6-9	R.....
Phase 4: PSDF Implementation Framework	20%	Months 10 -12	R.....
Phase 5: Final PSDF	15%	Months 13-14	R.....
RETENTION	5%		
	100%		
	% PAYABLE		
SUBTOTAL COST (EXCL VAT)			R.....
VAT @ 15%			R.....
TOTAL COST FOR THE PROJECT (INCL VAT)			R.....

5. Period required for commencement with project after acceptance of bid

.....

6. Estimated man-days for completion of project

.....

7. Are the price quoted firm/not firm for the full period of contract?
delete which is not applicable

.....

Bid Initials
Bid's Signature.....
Date:.....

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT					
BID NUMBER:	DLRRD-MP0002 (2026/2027)	CLOSING DATE:	02 SEPTEMBER 2026	CLOSING TIME:	11:00 AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF FOURTEEN (14) MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF LAND REFORM AND RURAL DEVELOPMENT MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE:					
6TH FLOOR					
17 VAN RENSBURG STREET, BATELEUR BUILDING , BLOCK E					
NELSPRUIT,1200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Thabisile Matonsi		CONTACT PERSON	Mr M Loock /Simanga Nkosi	
TELEPHONE NUMBER	0137548037/8000/8066		TELEPHONE NUMBER	013 766 1705 / 084 215 0168 013 754 8104	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Thabsile.Matonsi@dlrrd.gov.za		E-MAIL ADDRESS	Loockm@mpg.gov.za Simanga.Nkosi@dlrrd.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
1.5. BID VALIDITY PERIOD 90 DAYS
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2022**

BID PROCESS (EQUAL OR BELOW R 50 MILLION)

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of tender invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions;
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000); and
- (f) **“Historically Disadvantaged individuals”** means a person historically disadvantaged by unfair discrimination on the basis of race: Provided that a person historically disadvantaged on the basis of race refers to Africans, Coloureds, Indians and people of Chinese descent who are South African citizens by birth or descent; or who became citizens of the Republic of South Africa by Naturalisation -
 - Before 27 April 1994; or
 - On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date.

2. GENERAL CONDITIONS

2.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

2.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

2.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

2.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

2.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

2.6 Tenderers that fail to claim points for specific goals or that fail to fully complete the table in paragraph 2.12 below, will not be awarded points for specific goals.

2.7 Tenderers that make a calculation error when claiming points as per the table in paragraph 2.12 below, will not be awarded points for specific goals. Please take note of the examples on how to calculate points for specific goals as per paragraph 2.12 below.

2.8 Tenderers that fail to submit the correct SBD 6.1 form as issued by the Department of Agriculture, Land Reform and Rural Development, will not be awarded points for specific goals.

2.9 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2.10 Tenderers who wish to claim points in terms of the table in paragraph 2.12 below need to provide proof for each point claimed as guided below:

2.10.1 Historically Disadvantaged individuals (HDI):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.2 Who is female:

- **Attach a copy of Identity Document (ID) and company registration document.**

2.10.3 Who has a disability:

- **Attach a certified copy or original doctor's letter confirming the disability.**

2.10.4 Who is youth (a person that is not older than 35 years on the closing date of a bid):

- **Attach a copy of Identity Document (ID) and company registration document.**

2.11 The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

2.12 **Specific goals for the tender and points claimed are indicated per the table below.**

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. HDI	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Who is youth	2		
V. Specific goal: Locality	3		

The number of points claimed for specific goals, are calculated as follow:

- (I) A maximum of 8 points may be allocated to tenderers who had no franchise in national elections before the 1983 and 1993 Constitution, on the following basis:
 - **Percentage ownership equity** $\times 8 \div 100 =$ number of points claimed.
- (II) A maximum of 5 points may be allocated for to tenderers who is female, on the following basis:
 - **Percentage ownership equity** $\times 5 \div 100 =$ number of points claimed.
- (III) A maximum of 2 points may be allocated to tenderers who has a disability, on the following basis:
 - **Percentage ownership equity** $\times 2 \div 100 =$ number of points claimed.
- (IV) A maximum of 2 points may be allocated to tenderers who are youth, on the following basis:
 - **Percentage ownership equity** $\times 2 \div 100 =$ number of points claimed.
- (V) A maximum of 3 points may be allocated to tenderers for locality, on the following basis:
 - **Percentage ownership equity** $\times 3 \div 100 =$ number of points claimed.

2.13 It is important to note that failure by a tenderer to complete the table in paragraph 2.12 in full, will result in points for specific goals not to be allocated.

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 points is allocated for price on the following basis:

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table in paragraph 2.12 above as may be supported by proof/documentation stated in the conditions of this tender.

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

4.3 A consortium or joint venture may, based on the percentage of the contract value managed or executed by their members, be entitled to claim points in respect of specific contract participation goals.

4.4 A tenderer will not be awarded points for HDI if it is indicated in the tender documents that such a tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for the same number or more points for equity ownership.

- 4.5 A tenderer awarded a contract as a result of preference for contracting with, or providing equity ownership to a HDI, may not subcontract more than 25% of the value of the contract to a tenderer who is not a HDI or does not qualify for the same number or more preference for equity ownership.

5. SUB-CONTRACTING

- 5.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

YES		NO	
-----	--	----	--

- 5.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted:%
- ii) The name of the sub-contractor:
- iii) Points claimed for HDI by the sub-contractor:

6. DECLARATION WITH REGARD TO COMPANY/FIRM

- 6.1. Name of company/firm:

- 6.2. Company registration number:

- 6.3. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

- 6.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	
DATE:	
ADDRESS:	

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder



land reform & rural development

Department:
Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA



CHIEF DIRECTORATE: PROVINCIAL SHARED SERVICE CENTRE: MPUMALANGA

DIRECTORATE: MPUMALANGA SPATIAL PLANNING AND LAND USE MANAGEMENT SERVICES

Bateleur Office Park, 17 Van Rensburg Street, Mbombela. Private Bag X 11305, Mbombela, 1200.

Tel: 013 755 3499; Fax: 013 755 2820; www.dalrrd.gov.za.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF FOURTEEN (14) MONTHS.

1. INTRODUCTION

The Department of Land Reform and Rural Development (DLRRD) under the Branch Spatial Planning and Land Use Management (SPLUM), requires the skills of a suitably qualified, well-resourced and experienced service provider/multi-disciplinary team to review the Provincial Spatial Development Framework (PSDF) for Mpumalanga Province within a period of fourteen (14) months.

2. BACKGROUND

2.1 Section 12 of the Spatial Planning and Land Use Management Act, 2013 (SPLUMA), requires all spheres of government (national, provincial and local) to develop Spatial Development Frameworks (SDFs).

2.2 In this regard, the Department of Land Reform and Rural Development (DLRRD) has prepared a National Spatial Development Framework (NSDF) for the country that was approved by Cabinet in 23 March 2022.

2.3 Section 15 of SPLUMA requires the Premier of each Province to compile a Provincial Spatial Development Framework (PSDF) which must be consistent with the National SDF and must coordinate, integrate and align –

- Provincial plans and development strategies with policies of national government;
- The plans, policies and development strategies of provincial departments; and
- The plans policies and development strategies of municipalities

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

- 2.4** Mpumalanga Province has developed a Provincial Spatial Development Framework (PSDF) for the province, which was approved by the Executive Council of the Province on 18 September 2019 and Gazetted on **27 March 2020**.
- 2.5** Section 17(2) of SPLUMA requires that all provincial development plans, projects and programmes must be consistent with the PSDF. Section 15(4) of SPLUMA requires that an Executive Council may amend the PSDF when necessary, but must review it at least **once every five years**.

3. THE OBJECTIVES OF THE PROJECT

- 3.1** The project objective is to review the current 2020 PSDF to be a credible SPLUMA-compliant PSDF that seeks to direct land development and the planning pattern in the province to give effect to the vision, goals and objectives of the NSDF.
- 3.2** The PSDF must be reviewed in accordance to the 2017, SDF Guidelines, the provisions of SPLUMA (with special reference to Chapter 4) and its Regulations. The PSDF review must consider the following content requirements stipulated in **Section 16 of the Act**.
- Provide a spatial representation of the land development policies, strategies and objectives of the Province, which must include the Province's growth and development strategy or equivalent;
 - Indicate the desired and intended pattern of land use development in the Province, including the delineation of areas in which development in general or development of a particular type would not be appropriate;
 - Coordinate and integrate the spatial expression of the sectoral plans of provincial departments;
 - Provide a framework for coordinating municipal SDFs with each other where they are contiguous;
 - Coordinate municipal SDFs with the provincial SDF and any Regional SDF as they apply in the province; and

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

- Incorporate any spatial aspects of relevant national development strategies and programmes as they apply in the province.

3.3 The PSDF aims to give guidance to future development in the province and remedy spatial patterns where certain population groups were alienated from areas that were economically viable and socially progressive. The PSDF objectives are to:

- Provide spatial expression of all relevant plans and policies;
- Integrate and incorporate all relevant plans and policies;
- Indicate desired spatial development and direct land development and planning pattern in the province;
- Give effect to SPLUMA principles in Chapter 2, including: Spatial Justice, Spatial Sustainability, Efficiency, Spatial Resilience and Good Administration.
- Guide investment and capital expenditure decisions

3.4 In addition to complying with the statutory requirements in terms of SPLUMA, the PSDF must achieve the following:

- Address the inefficient, impoverished and scattered settlement patterns where the poor is generally located far away from places of socio-economic opportunities;
- Include an analysis of migration patterns in the Province and strategies to address urbanization;
- Provide mechanisms for the establishment of a functional relationship between urban and rural areas; and
- Whilst a PSDF covers the full geographical extent of a Province, it needs to identify priority areas (i.e. spatial targets). These may be where the Province's socio-economic development needs are most pressing, or where economic development prospects are greatest. Spatial targeting serves to channel public investment into priority areas and align the capital investment programmes of different government departments.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

3.5 The PSDF will guide long-term planning in the Province, enabling the development of sustainable integrated human settlements, located in close proximity to economic opportunities with access to engineering services (bulk and internal) and social facilities like education and healthcare.

3.6 The PSDF have to be cognisant of current and future economic development nodes, priority corridors and migration patterns so that resources can be utilized to create viable settlements proactively.

The following section indicates the importance of the PSDF and its review.

3.7 The 5-yearly review of the PSDF is not only a legislative requirement, but the PSDF must contribute to and express provincial development policy as well as integrate and spatially express policies and plans emanating from the various sectors of the local, provincial, national spheres of government as they apply to the geographic scale of the province.

3.8 In this regard a number of new policies, plans and strategies were developed and existing ones reviewed during the PSDF 5-year implementation period (2020-2025), which relevance need to be considered in the PSDF review, including, but not limited to:

- NSDF (DALRRD)
- Vaal River RSDF, Eastern Escarpment RSDF, VENE RSDF (DALRRD)
- Provincial Medium Term Development Plan (OTP)
- Provincial Economic Recovery and Reconstruction Plan (DEDT)
- Provincial Roads Master Plan (DPWRT)
- Provincial Infrastructure Master Plan (DPWRT)
- Provincial Integrated Human Settlements Master Plan (DHS)
- Provincial Informal Settlement Upgrading and Management Strategy (DHS)
- Provincial Implementation Framework for PHSHDAs (DHS)
- Provincial Communication Plan (OTP)
- Provincial Green Economy Development Plan (DEDT)

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

- Provincial Just Transition Plan (DARDLEA)
- Integrated Rural Development Sector Strategy/Plan (DARDLEA)
- Provincial Bulk Water and Sanitation Master Plan (DWS)
- Provincial Flood Management Strategy (COGHSTA)
- 3 x District DDM One Plans (DMs)
- 3 x District Rural Development Plans (DALRRD)
- 3 x Rural Development Sector Plans (DALRRD)
- District and Municipal SDFs (DMs and LMs)
- Small Town Regeneration Strategy (DCOG)
- Land Development Programme (DALRRD)

3.9 The PSDF review needs, amongst others, to consider the Preservation and Development of Agricultural Land Act (39 of 2024) and its relevance to Mpumalanga Province with respect to the location and protection of prime and unique agricultural.

3.10 New development trends and phenomena have to be considered in the PSDF review, including the unlawful occupation of land resulting in the mushrooming of informal settlements, the sharp increase in renewable energy projects associated with the Just Energy Transition (JET) programme. Climate change poses significant threats to the basic provisions of life including water, the environment, health and food production (agriculture).

3.11 The 2022 Census by Statistics South Africa provides valuable information for purposes of planning and estimating future projections and demand for additional urban land to accommodate residential, social amenities, services, economic activities and roads. The 2022 census information is crucial and has to be considered in the PSDF review.

3.12 From a PSDF assessment conducted by the Department of COGHSTA it's evident that a number of programmes/plans and projects were executed during the 5-year implementation period. A number of catalytic projects in the

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

Mpumalanga Economic Reconstruction and Recovery Plan (MERRP) were informed by the Mpumalanga Infrastructure Master Plan (MIMP) and the PSDF. This necessitates a review of the PSDF Implementation Framework to be implemented over the short- (2025), medium- (2035) and long term (2050).

3.13 The following improvements are envisaged for the PSDF Review:

- An improved implementation framework to ensure all provincial development plans, projects and programmes are consistent with the PSDF as provided for in terms of Section 17(2) of SPLUMA.
- Clear institutional arrangements to link with the District Development Model (DDM) One Plans and established DDM structures being the relevant platform to ensure that the NSDF and PSDF imperatives are embedded in local planning.
 - ✓ The PSDF's thematic rationale and development objectives has to filter through to municipal spatial planning to ultimately implement the PSDF vision through municipal SDFs, IDPs and Land Use Schemes.
- A settlement hierarchy that coincides with the settlement hierarchy adopted for the country in the NSDF. This is to improve the delivery of social facilities and amenities by applying the "CSIR Service Wheel".
- Improved Special Control Zone areas to better manage the conflicting demand between mining, energy generation, agriculture, urban expansion, biodiversity conservation and tourism.
- The inclusion of an assessment tool to monitor the achievement of spatial transformation through adhering to the Development Principles of SPLUMA, being spatial justice, spatial sustainability, efficiency, spatial resilience and good administration.
- A video clip that highlights the gist of the PSDF to be used for branding and marketing purposes.

3.14 The PSDF will guide the preparation or review of SDFs of the 3 District Municipalities and the 17 Local Municipalities of the Mpumalanga Province and all provincial development plans, projects and programmes must be consistent with the PSDF.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

4. CRITICAL MILESTONES

4.1 The following critical milestones/phases as stipulated in the SDF Guidelines Report, prepared by DRDLR, shall be achieved in the review of the PSDF:

- Phase 1: Policy Context and Vision Directives
- Phase 2: Spatial Challenges and Opportunities
- Phase 3: Spatial Proposals
- Phase 4: Implementation Framework
- Phase 5: Final PSDF

4.2 Details pertaining to the activities and role players for each milestone are contained in the National SDF Guidelines Report. The service provider is expected to consult the latest SDF Guidelines Report while preparing the proposal and when executing the project.

5. PROJECT DELIVERABLES

5.1 The activities, deliverables for each phase, including stakeholder engagements, are indicated in the Table 1 below:

Table 1: Deliverables

PHASE	DELIVERABLE
Phase 1: Policy Context and Vision Directives	Deliverable
Start up	Contract of Service and detailed Inception Report
Review and synthesize legislative and policy context	Legislative and Policy Synthesis
Formulate objectives and draft spatial vision	PSDF objectives and Spatial vision and transition statement
Identify interested and affected parties (I&AP) – national and provincial departments, state owned entities, municipalities etc.	PSDF stakeholder database
Notification – that a PSDF is to be prepared and invite I&AP to register	<i>Notice in Provincial Gazette and Media</i>
Set up PSDF Project Steering Committee (PSC)	List of Project Steering Committee (PSC) Members
Set up PSDF Technical Work Group/s	List of proposed Technical Work Group members
Phase 2: Spatial Challenges and Opportunities	Deliverable
Analysis of biophysical environment	Documentation and mapping of biophysical spatial challenges and opportunities

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

PHASE	DELIVERABLE
Analysis of socio-economic environment	Documentation and mapping of socio-economic spatial challenges and opportunities
Analysis of built environment	Documentation and mapping of built environment
PSC input – present Phase 2 to PSC and incorporate the inputs	Presentation to PSC
Technical Work Group/s input – incorporate technical work group inputs on Phase 2	Technical Work Group submissions
I&AP input – incorporate inputs from I&AP on Phase 2 (spatial challenges and opportunities and base information)	Record of I&AP comments on spatial challenges and opportunities and baseline research
Phase 3: Spatial Proposals	Deliverable
Finalise the draft spatial vision	Description and illustration/diagram of spatial vision
Spatial development concept	Description and illustration/diagrams of spatial concepts
Spatial strategies and policies	Description and illustration/diagrams of spatial strategies and draft supporting policies

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

PHASE	DELIVERABLE
Draft PSDF report	Draft PSDF report, supporting maps together with spatial data (e.g. gdb, map packages and Meta data utilized for the draft PSDF)
PSC input – incorporate inputs of PSC on Draft PSDF report and PSC/EXCO to authorize advertising the Draft PSDF for public review	Minutes of PSC/EXCO meetings, notice, comments received
Technical work group/s input – incorporate inputs from work group/s on formulation of vision, concepts and strategies	Record of Work Group engagement and inputs
Provincial department input – establish and incorporate spatial requirements of individual departments into PSDF	Record of departmental engagements
I&AP input – organize roadshows and invite comments from I&AP through advertisement. I&Aps have 60 days within which to submit their inputs	PSDF presentation, Record of PSDF comments and meetings
Phase 4: PSDF Implementation Framework	Deliverable
Spatial Policies	Final provincial spatial policies
Spatial Guidelines	Documented spatial development guidelines

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

PHASE	DELIVERABLE
Spatial Framework for Capital Investment	Documented and mapped Capital Investment Framework
Spatial Governance Framework	Documented institutional arrangements
Provincial Cabinet/EXCO input – present final draft PSDF and Implementation Framework to EXCO for inputs	Cabinet presentation Record of engagement
PSC Endorsement – present draft PSDF and Implementation Framework, with the incorporation of EXCO inputs to PSC for recommendation to Provincial Executive	PSDF Final Draft Record of Endorsement
Phase 5: Final PSDF	Deliverable
Final PSDF	PSDF report and mapping, presentation and Executive summary, together with final spatial data (e.g. gdb, map packages and Meta data utilized for the whole PSDF)
Executive approval and notification – Cabinet/EXCO endorses the Provincial Executive's approval of the PSDF	Notice in <i>Provincial Gazette</i> Approved PSDF on Department's web-site

Source: National SDF Guidelines

- 5.2** The deliverables must be submitted to COGHSTA / DLRRD on the completion of the required milestones on the dates mutually agreed upon. Submissions should be in electronic and hard copy format.
- 5.3** All spatial information collected and utilized for the project should be submitted in ArcGIS format (shape files, Map packages and in geo-database format) for use in a Geographic Information System (GIS). The shapefiles and feature classes must include layer files with appropriate symbology, visibility scale ranges, and labelling. The shapefiles and feature classes must have attribute information that differentiates the PSDF construct and its purpose, for example a service node shapefile should have an attribute called “description” with the value “service node”. All spatial data must additionally be provided as ArcGIS Map Packages and, together with layers’ files, be saved back to ArcMap version 10.8. Metadata for all spatial information should be provided as per the metadata standard ISO 19115 & SANS 1878. Ownership of all metadata and spatial information generated and collected from this assignment vest in COGHSTA / DLRRD.
- 5.4** Shapefiles, geodatabase feature classes and Map Packages to be saved in ArcMap 10.8 version with the following projection:
- GCS_WGS_1984 or WKID: 4326 Authority: EPSG
 - Angular Unit: Degree (0.0174532925199433)
 - Prime Meridian: Greenwich (0.0)
 - Datum: D_WGS_1984
 - Spheroid: WGS_1984
 - Semimajor Axis: 6378137.0
 - Semiminor Axis: 6356752.314245179
 - Inverse Flattening: 298.257223563
- 5.5** Over and above, the GIS data must further meet the following requirements:
- All maps should be in A4 size in the document;
 - Maps must be numbered and listed in the page of contents;

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS.

- All the text in the maps and the legends must be legible;
- The same map template / layout must be used throughout the document;
- All maps should have the basic map elements, namely; a title, north arrow, legend, scale bar, data source;
- All the features on the map must be explained in the legend;
- All mapping must be developed at an appropriate and readable scale;
- Maps inserted into Microsoft Word must have the corresponding ArcMap Document and (shapefiles must be in map packages) ready to be accessed in ArcGIS; and
- All associated cadastral data used to create maps must also be supplied (i.e. roads, parent farms, erven etc.).

NB: All GIS data to be submitted, must meet the requirements as stipulated at each stage/milestone of the project. DLRRD reserves the right not to approve any stage of the project if requirements relating to GIS data are not met.

5.6 The PSDF deliverables, apart from the deliverables in Table 1 above, must consist of:

- Final PSDF document, including the textual document, maps, tables, pictures, figures etc. - hard copies (legible and full colour printed);
- PSDF Interpretive Poster - hard copies (A1, full colour printed);
- PSDF Executive Summary Report (4-5 page glossy report containing the gist of the PSDF to be used for awareness and marketing purposes) – hard copies (legible and full colour printed);
- A video clip that highlights the gist of the PSDF to be used for branding and marketing purposes (similar to the Free State PSDF).
- A Stakeholder Engagement report where all engagements are recorded - hard copies (legible and full colour printed);
- A Project Closure Report - hard copies (legible and full colour printed);
- USB or Hard Drive (soft copies, both PDF and MS Word format) with all information (textual document, reports, maps, tables, figures etc.), including GIS shapefiles as per the requirements above.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS.

- GIS data (spatial information collected should be submitted in GIS capable file format i.e. shapefiles, geo-database, layer file, data package, MXD files);

6. PROJECT DURATION AND COST

- 6.1** The project is for a period of **14 (fourteen) months** and the amount of financial compensation for the work done is scheduled in Table 2 below.
- 6.2** Due to the urgency of the project it is critical that timeframes are strictly adhered to. Financial penalties will be imposed for any delay or non-compliance with time and quality requirements.

Table 2: Project cost and time frames

PHASES (including Stakeholder Engagements)	% PAYABLE	TIME FRAMES
Phase 1: Policy Context and Vision Directives	15%	Months 1-2
Phase 2: Spatial Challenges and Opportunities	20%	Months 3-5
Phase 3: Spatial Proposals	25%	Months 6-9
Phase 4: PSDF Implementation Framework	20%	Months 10 -12
Phase 5: Final PSDF	15%	Months 13-14
RETENTION	5%	
Total	100%	

- 6.3** DLRRD shall retain 5% of the total project cost in the case of late or non-delivery of the final approved PSDF.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS.

7. RELEVANT KNOWLEDGE, SKILLS AND EXPERIENCE

7.1 Mandatory skills required of the service provider/professional team, include:

- A project team leader, registered with the South African Council for Planners (SACPLAN) as a Professional Planner, with a minimum of 10 years' experience (post registration) in the field of service provided;
- A professional GISc Practitioner, registered with the South African Geomatic Council (SAGC, previously PLATO), with a minimum of 6 years' experience (post registration) in the field of service provided

NB : The Department reserves the right to verify registration details with the relevant professional registrations councils.

7.2 Furthermore, the service provider will require a dedicated team of town and regional planners, GIS practitioners, economists, transport planners, engineers and environmental scientists etc. with proven experience in the field of spatial planning, the compilation of spatial development frameworks and the application of GIS. The team should demonstrate knowledge and experience in relation to economic analysis and proposals, settlement planning, livelihoods, agriculture, tourism, bioregional planning, environmental planning, heritage resource planning, transportation planning and engineering services planning.

7.3 Among the knowledge, skills and abilities required of the service provider/professional team to execute the project include the following:

- Thorough knowledge and expertise of integrated development planning, spatial planning and strategic planning;
- Understanding of the spatial planning policy and implementation;
- Proven spatial development framework compilation experience;
- Geography and hands on GIS;
- Understanding of the interrelationship amongst the following: social, economic, land, settlement, transport, infrastructure and environmental planning issues;
- Project Management; and
- Facilitation, research, analytical, writing and communication skills.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS.

- 7.4** It is therefore, recommended that the service provider ensures that people with relevant skills are part of the professional team. A company/team profile containing, among other things, names, qualifications and experience of persons who will be directly involved in the Project must be included together with their CVs and valid proof of professional registration with relevant organisations, councils and institutes (e.g.: SACPLAN, ECSA, SAGC or SACNASP etc.). This should clearly indicate what roles each team member will play.

8. PROJECT TEAM AND COMMITTEES

- 8.1** The **project management committee** will consist of a dedicated team as assigned by COGHSTA / DLRRD , OTP, DARDLEA and DEDT
- 8.2** The **project team** will consist of the appointed service provider/professional team including the project management committee.
- 8.3** The project team together with the district municipal representatives and any other relevant institutions/stakeholders shall form a **Project Steering Committee** chaired by COGHSTA / DLRRD
- 8.4** The professional team of the appointed service provider must be the same persons/individuals throughout the duration of the project and cannot be replaced without prior discussion with and approval from COGHSTA and DLRRD.

9. CONSULTATION

- 9.1** The service provider will be required to engage in a provincial consultation process (as per phase design), whereby the identified provincial departments, district- and local municipalities, together with key stakeholders will be consulted during the course of the project.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS.

9.2 To ensure that all the spatial requirements/needs of all the affected stakeholders are accommodated, a suitable stakeholder engagement plan needs to be prepared as part of Phase 1. This, stakeholder engagement will entail, amongst others, the following:

- Identifying interested and affected parties (I&AP), including key national departments & state owned entities, provincial departments, district- and local municipalities;
- Publication of a notice in the media (local newspapers) and *Provincial Gazette* to invite I&APs to register as participants in the PSDF process;
- Workshops with key role players (e.g. Eskom, Telkom, Spoornet, SANRAL, Provincial House of Traditional Leaders, chambers representing businesses and mining sector etc.);
- One on one engagements with identified provincial departments, district and local municipalities;
- Reporting and presenting to any forum, committee and structure as part of the PSDF processes;
- Publication of a notice in the media (local newspapers) and *Provincial Gazette* to invite the public to submit written representations in respect of the draft PSDF;
- A PSDF roadshow where proposals are presented at the 3 district municipalities;
- Publication of a notice of the approval of the PSDF's in *Provincial Gazette* and media (local newspapers);
- Information distribution: a data base of stakeholders will have to be developed and maintained for the duration of the project. Data collected (all information/reports etc.) will be made available to the Project Steering Committee.

9.3 The required number of copies of the PSDF document and maps for consultation purposes shall be prepared by the service provider. The aforementioned copies shall be distributed a week prior to the meeting taking place.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS.

10. CAPACITY BUILDING AND SKILLS TRANSFER

COGHSTA and DLRRD consider skills development as an integral part of the out sourcing process. The process should ensure that skills development and transfer is achieved within the Province (sector departments and municipalities). Proposals must indicate how skills development and transfer would be achieved in the Province.

11. INFORMATION GATHERING

11.1 The successful service provider is expected to make contact with all the relevant officials and units within the local, provincial and national spheres of Government to obtain relevant information that is required to execute the Project. Existing information, available and relevant to the project, will be made available to the successful service provider.

11.2 If the service provider needs a confirmation letter regarding the motive for requesting information from the different spheres of Government or Parastatals, DLRRD will provide the requested letter. **However, the responsibility for collecting information necessary for the successful execution of the Project remains entirely with the service provider.**

11.3 The service provider is expected to compile a **data register** of all data sources (hard and soft copies) required, collected and consulted during the lifespan of the Project by indicating the name of the source, the date of the source, the custodian of the data etc.

12. FORMAT OF PROPOSAL

12.1 All proposals are to respond to requirements as per the Terms of Reference (TOR).

12.2 All proposals should be clearly indexed and easy to read.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS.

13. EVALUATION PROCEDURE

The Bid will be evaluated in terms of:

13.1 Mandatory Requirements

13.2 Functionality

13.3 Preferential Procurement Regulations of 2022, 80/20 preferential point systems in terms of Price and Specific goals

i) First Stage: Mandatory requirements

Failure to submit the following requirements with the proposal will automatically disqualify the bidder's proposal:

- A resolution authorizing a person to sign the bid documents (Full completion and signing of LA 1.6 or resolution on company letterhead.
 - (a) In the case of a **ONE PERSON CONCERN** submitting a tender, this shall be clearly stated on the company letter head.
 - (b) In the case of a **COMPANY** submitting a tender, include a copy of a resolution by its board of directors authorizing a director or other official of the company to sign the documents on behalf of the company.
 - (c) In the case of a **CLOSED CORPORATION** submitting a tender, include a copy of a resolution by its members authorizing a member or other official of the corporation to sign the documents on each member's behalf.
 - (d) In the case of **PARTNERSHIP** submitting a tender, all the partners shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case proof of such authorization shall be included in the Tender.
 - (e) In the case of **JOINT VENTURE** submitting a tender, must include a resolution of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.
- A Project Team Leader, registered with the South African Council for Planners (SACPLAN) as a Professional Planner, with a minimum of 10 years' experience (post registration) in the field of service provided. A copy of a registration certificate should be attached to the proposal. The Department reserves the right to verify all certificates, and information submitted.
- A professional GISc Practitioner, registered with the South African Geomatic Council (SAGC, previously PLATO), with a minimum of 6 years' experience (post registration) in the field of service provided. A copy of a registration certificate should be attached to the proposal. The Department reserves the right to verify all certificates and information submitted.
- Completed and signed SBD3 form pricing schedules.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS.

Non-Mandatory Requirements

The following documents must be sent together with your proposal:

- a) Bidders must ensure compliance with their tax obligations. Bidders may submit printed TCS/CSD/SARS PIN together with their bid.
 - b) Proof of registration summary report from Central Supplier Database or provide the MAAA number
 - c) In bids where a consortia/Joint Venture/sub-contractors are involved each party must submit a separate valid SARS Pin, TCS or CSD printout
- ii) The **second stage** will be the consideration of functionality. Requirements are set which will assist DLRRD to assess the capacity and experience of the service providers. The minimum threshold of **70 points** for functionality must be met in order for bid offers to continue to the next stage of evaluation.

The evaluation of the functionality will be evaluated individually by Members of the Bid Evaluation Committee in accordance with the criteria indicated in the table below.

The applicable values that will be utilised when scoring each criterion ranges from: **1 being poor, 2 average, 3 being good, 4 very good and 5 being excellent.**

Table 3: Evaluation of functionality

CRITERIA	GUIDELINES FOR CRITERIA APPLICATION	WEIGHT	
1. Capability: Firm's experience, track record and competency	<u>Team Leader</u> - The team leader must be registered as a Professional Town Planner (in good standing) with post registration experience in managing and coordinating spatial planning projects. - Attach CV of the team leader clearly indicating a detailed profile of the previous work experience and contactable references (list names and contact details – cell phone/ telephone numbers and e-mail addresses). - A valid SACPLAN registration certificate should be submitted. The Department reserves the right to verify registration details with SACPLAN. - Team leader will be evaluated on the years of post-registration experience as follows: • 10 up to 12 years..... 1 • More than 12 up to 14 years..... 2 • More than 14 up to 16 years..... 3 • More than 16 years up to 18 years..... 4 • More than 18 years..... 5	20	50
	<u>GIS Professional</u> - A Professional GISc Practitioner, registered with SAGC (previously PLATO), with a minimum of 6 years' experience (post registration experience) in the field of service provided. - Attach CV of GIS Professional clearly indicating a detailed profile of the previous work experience and contactable references (list names and contact details – cell phone/ telephone numbers and e-mail addresses). - A SAGC registration certificate should be submitted. The Department reserves the right to verify registration details with SAGC. - The GIS Professional will be evaluated on the years of post-registration experience as follows: • 6 up to 8 years..... 1 • More than 8 up to 10 years..... 2 • More than 10 up to 12 years..... 3 • More than 12 years up to 14 years..... 4 • More than 14 years..... 5	15	

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE
PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE
WITHIN A PERIOD OF 14 MONTHS**

	<u>Other Specialists</u> - Bidders must provide adequate technical capacity for the execution of the project. - The technical team must demonstrate knowledge and experience in relation to economic analysis and proposals, settlement planning, livelihoods, agriculture, tourism, bioregional planning, environmental planning, heritage resource planning, transportation planning and engineering services planning. - Bidders must attach copies of qualifications and CVs of all individuals forming the technical team clearly indicating detailed profiles of each individual's previous work experience and contactable references (list names and contact details, i.e. cellphone/ telephone numbers, and e-mail addresses). - Composition of the Technical Team The technical team proposed for the execution of the project must collectively include the specialist disciplines listed below. For scoring purposes, each individual team member will be counted as one (1) specialist only, regardless of the number of qualifications or disciplines attributed to that individual. An individual may therefore not be counted more than once across different specialist disciplines. • Additional Town Planner • Economist • Additional GIS • Civil Engineer • Environmental Scientist Scoring Criteria – Score (1–5) • 1 Specialist 1 • 2 Specialists 2 • 3 Specialists 3 • 4 Specialists 4 • ≥5 Specialists 5	15	
2 Track Record	<u>Firm's Track Record</u> - Bidder must demonstrate sufficient relevant experience and track record in executing similar projects. - Comparable or similar projects are regarded as Provincial SDFs, Regional SDFs, Municipal SDFs, Local SDFs and Spatial Plans.	30	30

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE
PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE
WITHIN A PERIOD OF 14 MONTHS**

	- A minimum of two previously successfully completed projects in development/review of spatial development frameworks shall be regarded as sufficient relevant experience. - Bidder must provide sufficient proof of previously completed spatial development framework compilation/review projects in the form of signed appointment letters and signed reference/completion letters. Scoring Criteria – Score (1–5) • 2 or less successfully completed projects..... 1 • 3 Successfully completed projects..... 2 • 4 Successfully completed projects..... 3 • 5 Successfully completed...projects..... 4 • 6 or more successfully completed projects..... 5		
5. Approach and Methodology	<u>Approach and Methodology</u> The bidder must provide a clear and comprehensive approach and methodology detailing how the project deliverables will be executed. The tenderer must provide an explanation of the preferred methodology to be undertaken in order to complete the scope of work effectively and efficiently Scoring Criteria – Score (1–5) • The proposed approach and methodology are not clearly defined..... 1 • The proposed approach and methodology are outlined at a basic level and demonstrate limited understanding of how the project will be executed 2 • The proposed approach is clear and demonstrates adequate understanding of project requirements..... 3 • The proposed approach is well-detailed and shows strong understanding of project execution 4 • Exceptional approach; demonstrates comprehensive understanding, effectively addresses the simultaneous review of five schemes, and includes innovative or value-adding element..... 5	10	20

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

	<u>Project Plan</u>		
	The bidder must submit a project plan that demonstrates a coordinated approach to managing all project deliverables within the required timeframes.		
	The project plan does not meet the required standards..... 1	10	
	The project plan meets some requirements; any delays are unlikely to significantly affect the overall outcome..... 2		
	The project plan aligns with all requirements..... 3		
	The project plan meets all requirements and demonstrates a high standard of project execution..... 4		
	The project plan proposes innovative, efficient solutions that enable delivery ahead of schedule..... 5		
TOTAL		100	100

The Bids that fail to achieve a minimum of **70 points** for functionality will be disqualified.

- iii) **Third Stage** - Only bids that achieve the minimum qualifying score for functionality will be evaluated further in accordance with the 80/20 preference points system.

The evaluation of the tender will be in terms of 80/20 preference point system as prescribed in the preferential procurement regulations 2022, whereby the maximum points for tenders are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

The department stipulated the preference points system which will be applied in the adjudication of bids/tender

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Percentage ownership equity (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
I. Historically Disadvantaged Individuals (HDI)	8		
II. Who is female	5		
III. Who has a disability	2		
IV. Specific goal: Youth	2		
V. Specific goal: Locality (promotion of enterprises located in South Africa)	3		

To claim maximum points the bidder to provide proof for each point claimed and guideline has been provided in SBD6.1 on how to claim specific goals.

- Historically Disadvantaged Individuals (HDI) – **Attach copy of Identity Document (ID) and company registration document**
- Who is female- **Attach copy of Identity Document (ID) and company registration document**
- Who has a disability – **Attach a certified copy or original doctor's letter confirming the disability**
- Who is youth (A person that is not older than 35 years on the closing date of a bid) **Attach copy of Identity Document (ID) and company registration document**



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

- Specific goal: **Locality – promotion of enterprises located in a Mpumalanga Province**
 - a) a valid municipal services account (water, sanitation, rates and electricity) in the name of the bidder/s or active director/s or
 - b) a valid lease agreement from the lessor or
 - c) a letter on the letterhead of the ward councillor/traditional authority/council that must be signed, stamped and dated.

The Department will use the Central Supplier Database and documents submitted by the tenderer to verify the points claimed for specific goals.

The Highest Scoring bidder in terms of Price and Specific Goals will be appointed.

14 CRITERIA FOR BREAKING DEADLOCK IN SCORING

- 14.1 In the event that two or more bidders have scored equal total points ,the successful bidder must be the one that scored highest points for promotion of specific goals.
- 14.2 If two or more bidders have equal points, including equal preference points the successful bidder must be the one scoring the highest points for functionality, if functionality is part of the evaluation process.
- 14.3 In the event if two or more bidders are equal in all respects, the award must be decided by the drawing oflot

15 VALIDITY PERIOD

The validity of this bid will be Ninety (90) days after the closing date, hence offers must remain valid for this period.

16 BID CONDITIONS

- i) DLRRD is not bound to accept any of the proposals submitted and reserve the right to call for best and final offers from short-listed bidders before final selection;
- ii) DLRRD reserves the right to call for presentations or interviews with short listed bidders before final selection;
- iii) DLRRD reserves the right to negotiate price with the preferred bidder/s;



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

- iv) The lowest or any bidder will not necessarily be accepted and DLRRD reserves the right to accept the whole or part of any bid;
- v) DLRRD reserves the right to appoint more than one service provider;
- vi) A bid from any bidder or its directors/partners whose name appears on the National Treasury Database of restricted suppliers will not be considered; and
- vii) Late and incomplete bids will not be considered.

17 GENERAL CONDITIONS OF CONTRACT

- 17.1 This bid and all contracts emanating there from will be subject to the attached General Conditions of Contract issued by the National Treasury.
- 17.2 DLRRD and the service provider will sign a Contract of Service upon appointment.
- 17.3 The service provider should commence with the project within 5 (five) days after receiving the letter of appointment and signed the Contract of Service.
- 17.4 DLRRD reserves the right to terminate the contract in the event that there is clear evidence of non-performance and non-compliance with the contract.
- 17.5 The short-listed service provider may be required to do a presentation in person DLRRD, at their own cost, should it be deemed necessary to do so.

18 OUTCLAUSE

- 18.1 DLRRD reserves the right not to appoint if suitable candidates are not found at the discretion of DLRRD.
- 18.2 DLRRD reserves the right to verify, authenticate, and validate any certificates, appointment letters, project completion certificates, or any other documents submitted in relation to the BID.

19 SPECIAL CONDITIONS OF CONTRACT

19.1 NOTES

- 19.1.1 The following Special Conditions of Contract are an extract of the final intended contract and supplementary to the General Conditions of Contract mentioned above. However, where the Special Conditions on Contract are in conflict with the General Conditions of Contract, the Special Conditions of Contract shall prevail.



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

19.1.2 Any misrepresentation of information provided in this bid may result in the cancellation of the Contract. It is a condition of this bid that the Tax matters of the service provider MUST remain in order for the awarded service provider/s for the duration of the Contract.

19.1.3 It will be a requirement, that for the duration of the Contract if and when awarded that the successful bidder must be registered on the Central Supplier Database.

19.1.4 That any bank details provided must correspond with the company registration name as applied for in this bid.

20 PAYMENT

20.1 Original copies of invoices to substantiate all costs must be provided. The service provider's invoices should include DLRRD's order number. Invoices must clearly indicate the number of hours spent on the project, for what purpose those hours was spent and to what extent the objectives were achieved. No copies, faxes or e-mailed invoices from the service provider will be processed.

20.2 Payment to the service provider shall be effected by DLRRD within 30 (thirty) days of submission of invoices DLRRD, which are subject to approval by DLRRD. Payments will be made only for work performed to the satisfaction of DLRRD.

20.3 The service provider must immediately notify DLRRD of any changes in its banking details and must submit a valid and updated SARS Pin, TCS or CSD printout to DLRRD.

20.4 This is a performance-based Contract and the service provider's performance shall be measured and assessed in terms of the deliverables as reflected in Table 1 above; failure to meet the required standard by the service provider, DLRRD must-

- Notify the service provider in writing within 7 (five) days from date of the assessment to rectify the unacceptable performance; and
- The service provider must rectify the unacceptable performance within 7 (seven) days from the assessment at no extra costs.



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

21.1 Financial penalties shall be imposed for agreed upon milestones, targets, and deadlines not met without providing:

- Timely notification of such delays;
- Valid reasons for the delays; and
- Supporting evidence that the delays were outside of the influence of the service provider.

21.2 Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverables criteria as stipulated in the General Conditions of Contract issued by National Treasury that forms part of the service provider's tender proposal.

21.3 Any delay of the Project caused by the service provider in terms of the agreed time period is unreasonable then for every 5 (five) days or other stipulated time frame there shall be a penalty in terms of percentages which will be deducted from the payment as indicated in Table 6 below.

Table 6: Payment penalties

Milestone	% Payment	5 days overdue	10 days overdue	15 days overdue	30 days overdue	More than 30 days overdue
Phase 1: Policy Context and Vision Directives	15%	10%	25%	50%	75%	100%
Phase 2: Spatial Challenges and Opportunities	20%	20%	40%	60%	80%	100%
Phase 3: Spatial Proposals	25%	20%	40%	60%	80%	100%
Phase 4: PSDF Implementation Framework	20%	20%	40%	60%	80%	100%
Phase 5: Final PSDF	15%	10%	25%	50%	75%	100%
RETENTION	5%					
Total	100%					



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

22. A pricing schedule, submitted on a separate sheet from the technical proposal for ease of evaluation. The pricing schedule should include the following:

- All monetary amounts must be in South African Rand;
- The price must be Value Added Tax (VAT) inclusive.

23. RETENTION

- a.** DLRRD shall retain 5% of the total project cost in the case of late or non-delivery of the final approved PSDF.
- i.** The service provider shall forfeit the total payment per milestone in the case of the project being delayed for longer than 30 days after milestone due date, without approved extension in writing by the Director Finance & Supply Chain (MPSSC).
- ii.** The service provider may apply to DLRRD for an extension on the delivery date on any milestone – provided that the service provider gives valid reason(s), subject to the Acting Head: Co-operative Governance, Human Settlements and Traditional Affairs' approval thereof in writing.

b. EXTRA WORK

- i.** Any additional services or work, not provided for in the Project Deliverables stated in Section 5 above, which may become necessary or required in terms of the Project Deliverables, at any stage after the constitution of the Contract, requiring further sub-contracting, will be the subject to prior negotiation with, and written approval by, Director Finance & Supply Chain (MPSSC), who will instruct the Service Provider on the procedure for such negotiation and the approvals required in the process. Any additional services or work, procured on sub-contracting basis, without the involvement of the Director Finance & Supply Chain (MPSSC), will not be reimbursed.



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

c. REPORTING AND ACCOUNTABILITY

- i. During the execution of the Project, the service provider must submit written monthly progress reports and attend meetings at intervals as determined by the Project Management Committee.
- ii. Monthly progress reports must be submitted to DLRRD Director: Spatial Planning and Land Use Management Services
- iii. It is the responsibility of the service provider to organize the progress report meetings, and have one of their representatives assigned to taking minutes and circulating them to the Project Management Committee members.
- iv. The professional team of the appointed service provider must be the same persons/individuals throughout the duration of the project and cannot be replaced without prior discussion with and approval from DLRRD. All team members that will be directly involved in the project will be expected to attend all progress report meetings as scheduled and agreed upon by both parties.
- v. The project leader of the service provider will be required to report and present to, amongst others, the Project Management Committee, Project Steering Committee and any other forum/ committee as part of the PSDF processes.
- vi. The project will be signed off by COGHSTA / DLRRD when all the end products have been delivered and a formal presentation has been made to COGHSTA / DLRRD to satisfy that all requirements have been met.
- vii. Copyright and all associated intellectual rights in respect of all documents and data prepared or developed for the purpose of the project by the service provider shall be vested in COGHSTA / DLRRD.
- viii. The successful service provider agrees to keep all records and information of, or related to the project confidential and not discloses such records or information to any third party without the prior written consent of COGHSTA / DLRRD.

d. INDEMNITY

- i. The service provider indemnifies and holds DLRRD harmless against any claim resulting from damages to or loss of property or injury or death of any person occurring at any land/buildings/sites and whether or not such damages, loss,



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

injury or death should be the result of any act or omission on the part of the Service Provider, its employees, agents, or any other person.

e. NATURE OF RELATIONSHIP

- i. For the purposes of this Contract the service provider is an independent service provider and the relationship between the Parties shall not be construed to be that of employer and employee.
- ii. The service provider shall not act as, or hold out to be, the agent, representative or employee of COGHSTA / DLRRD.

f. BREACH AND TERMINATION

- i. Should either of the Parties fail to comply with any of the terms or provisions of this Contract, the other Party shall give written notice to the defaulting Party, demanding compliance with this Contract within a period of not less than 14 (fourteen) days. Should the defaulting Party remain in default, within the 14 (fourteen) day period, the innocent Party shall be entitled, without prejudice to any other rights it may have in law to cancel the Contract.

g. DISPUTE RESOLUTION

- i. In case of a dispute arising out of a matter relating to this Contract, both parties shall first endeavour to resolve the dispute through internal processes failing which the parties agree to the appointment of an independent arbitrator whose decision is an advisory arbitration award.

h. GENERAL

- i. This Contract shall be construed according to the laws of the Republic of South Africa applicable to agreements that are signed and performed within the Republic of South Africa.



TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR MPUMALANGA PROVINCE WITHIN A PERIOD OF 14 MONTHS

- ii. The terms and conditions set out herein constitute the entire Contract between the Parties. No amendment or variation of whatever nature shall be binding unless reduced to writing and signed by both Parties.

(Opposite Shoprite).

24 CONTACT PERSONS

a. Technical Enquiries

Mr. Marius Looock

COGHSTA: Acting Director: Spatial Planning

Telephone: (013) 766 1705 or 084 215 0168

E-mail: Looockm@mpg.gov.za

AND

Mr. Simanga Nkosi

Chief Town Planner

Telephone Number: (013) 754 8104

Email: Simanga.Nkosi@dalrrd.gov.za

b. Supply Chain Management Enquiries

Ms. Thabisile Matonsi

Telephone Number : (013) 754 8037/8000

Email: Thabsile.Matonsi@dlrrd.gov.za

